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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X  
In re : **Chapter 11**  
:   
CHASSIX HOLDINGS, INC., *et al.*, : **Case No. 15-\_\_\_\_\_ (\_\_\_)**  
:   
: **(Joint Administration Pending)**  
Debtors.<sup>1</sup> :   
:   
-----X

**MOTION OF DEBTORS PURSUANT TO  
11 U.S.C. §§ 366 AND 105(a) FOR ENTRY OF  
ORDER (I) APPROVING DEBTORS' PROPOSED FORM  
OF ADEQUATE ASSURANCE OF PAYMENT TO UTILITIES,  
(II) ESTABLISHING PROCEDURES FOR RESOLVING OBJECTIONS  
BY UTILITY COMPANIES, AND (III) PROHIBITING UTILITIES  
FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE**

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Automotive Properties of New York, LLC (4323); Chassix Holdings, Inc. (9249); UC Holdings, Inc. (5026); Chassix, Inc. (5728); Diversified Machine, Inc. (8762); Diversified Machine Bristol, LLC (5409); Chassix Georgia Machining, LLC (1940); DMI Columbus, LLC (1833); Diversified Machine Montague, LLC (4771); Diversified Machine, Milwaukee LLC (0875); DMI Edon LLC (1847); Mexico Products I, LLC (3039); DMI China Holding LLC (4331); Concord International, Inc. (3536); SMW Automotive, LLC (9452); Automotive, LLC (2897); Chassis Co. of Michigan, LLC (2692); AluTech, LLC (0012). The direct and indirect international subsidiaries of Chassix Holdings, Inc. are not debtors in these chapter 11 cases.

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Chassix Holdings, Inc. (“**Chassix Holdings**”), Chassix, Inc. (“**Chassix**”), and certain of their affiliates and subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, including Chassix Holdings and Chassix, the “**Debtors**,” and together with their non-Debtor subsidiaries, the “**Company**”), respectfully represent:

**Background**

1. On the date hereof (the “**Commencement Date**”), the Debtors each commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee of creditors (“**Creditors Committee**”) has been appointed in these chapter 11 cases.

2. Contemporaneously herewith, the Debtors have filed a motion requesting joint administration of the chapter 11 cases pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

3. The Debtors commenced their chapter 11 cases on a prearranged basis with the support of their (a) secured and unsecured noteholders, which have committed to make significant and immediate capital infusions into the Debtors’ businesses, and (b) major automotive manufacturing customers, which have committed to long-term pricing commitments and other valuable accommodations. Consistent with their obligations under the restructuring support agreement, the Debtors have filed a plan of reorganization and proposed disclosure statement with the Court and are seeking to emerge from chapter 11 on an expedited timeframe.

4. Information regarding the Debtors' businesses, capital structure, and the circumstances leading to the commencement of these chapter 11 cases is set forth in the Declaration of J. Mark Allan Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York, sworn to on the date hereof, which has been filed with the Court contemporaneously herewith.

### **Jurisdiction**

5. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

### **Relief Requested**

6. In the ordinary course of their casting and machining businesses, the Debtors operate numerous plants and facilities, including fifteen manufacturing plants across the United States and the Debtors' headquarters in Southfield, Michigan. To maintain their operations, the Debtors require the uninterrupted provision of utility services at these and other properties. To ensure the uninterrupted supply of water, electricity, natural gas, waste management, telephone, and other utility services (collectively, the "**Utility Services**"), as that term is used in section 366 of the Bankruptcy Code, which are critical to the operation of the Debtors' businesses, the Debtors request, pursuant to sections 366 and 105(a) of the Bankruptcy Code, entry of an order (i) approving the Proposed Adequate Assurance (as herein defined); (ii) establishing procedures for resolving objections by the Utility Companies (as herein defined) relating to the adequacy of the Proposed Adequate Assurance; and (iii) prohibiting the Utility Companies from altering, refusing, or discontinuing service to, or discriminating against, the Debtors because of the commencement of these chapter 11 cases or a debt that is owed by the Debtors for Utility Services rendered prior to the Commencement Date. A proposed form of

order granting the relief requested herein on an interim basis is annexed hereto as **Exhibit “A”** (the “**Interim Order**”).

**The Utility Companies**

7. To operate their businesses and manage their properties, including their manufacturing facilities, the Debtors obtain Utility Services from a number of utility companies or their brokers (collectively, the “**Utility Companies**”). The Utility Companies, and their affiliates, that provide Utility Services to the Debtors as of the Commencement Date, include, but are not limited to, those listed on **Exhibit “1”** to the Interim Order (the “**Utility Service List**”).<sup>2</sup>

8. The Debtors generally have a good payment history with the Utility Companies and, to the Debtors’ knowledge, there are currently few, if any, defaults or arrearages of any significance with respect to the Debtors’ undisputed invoices for prepetition Utility Services, other than payment interruptions that may be caused by the commencement of these chapter 11 cases. Prior to the Commencement Date, the Debtors’ average monthly cost of Utility Services was approximately \$2,800,000.

9. Uninterrupted Utility Services are essential to the Debtors’ ongoing operations, and, therefore, the success of the Debtors’ reorganization. Indeed, any interruption in Utility Services, even for a brief period of time, would disrupt the Debtors’ ability to continue operations and service their customers. This disruption would adversely impact customer relationships and result in a decline in the Debtors’ revenues and profits. Such a result could seriously jeopardize the Debtors’ reorganization efforts and, ultimately, the value of the Debtors’

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<sup>2</sup> The inclusion of any entity on, as well as the omission of any entity from, **Exhibit “1,”** and the description thereof is not an admission or concession that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights and defenses with respect thereto.

estates and creditor recoveries. It is, therefore, critical that Utility Services continue uninterrupted during these chapter 11 cases.

**The Proposed Adequate Assurance Deposit**

10. Section 366 of the Bankruptcy Code protects a debtor against the immediate termination or alteration of utility services after commencing its case. Under section 366(c) of the Bankruptcy Code, a utility company may not alter, refuse, or discontinue services to a debtor solely on account of the commencement of the debtor's chapter 11 case or outstanding unpaid prepetition amounts. If, however, during the thirty (30) days following the Commencement Date, the debtor does not provide "adequate assurance" of payment for postpetition services in a form "satisfactory" to the utility company, the utility company may exercise its rights, including by altering or discontinuing service. 11 U.S.C. § 366(c)(2). Section 366(c)(1)(A) of the Bankruptcy Code provides that "assurance of payment" may consist of "(i) a cash deposit; (ii) a letter of credit; (iii) a certificate of deposit; (iv) a surety bond; (v) a prepayment of utility consumption; or (vi) another form of security that is mutually agreed on between the utility and the debtor or the trustee." 11 U.S.C. § 366(c)(1)(A).

11. The Debtors intend to timely pay all postpetition obligations owed to the Utility Companies and anticipate having sufficient funds to do so. The Debtors expect that availability under their proposed postpetition credit facilities and cash generated by the Debtors during their chapter 11 cases will be more than sufficient to pay all postpetition utility obligations. Notwithstanding the foregoing, to provide adequate assurance of payment to the Utility Companies pursuant to section 366(c) of the Bankruptcy Code, the Debtors propose, within twenty (20) days from the Commencement Date, to deposit into an interest-bearing, segregated account (the "**Utility Deposit Account**"), an amount equal to two weeks of Utility

Services, calculated based on the historical average of the Debtors' utility expenses, which is generally calculated by averaging payment for a twelve-month period prior to the Commencement Date (the "**Adequate Assurance Deposit**"). The Adequate Assurance Deposit will not, however, include any amount on account of any Utility Company that (a) agrees to a lesser amount, (b) already holds a deposit, letter of credit, surety bond, or other type of instrument securing the Debtors' performance equal to or greater than two weeks of Utility Services, or (c) is paid in advance for its Utility Services.

12. Based on the foregoing calculation, the Debtors estimate that the total amount of the Adequate Assurance Deposit will be approximately \$1,200,000. The Debtors shall maintain the Adequate Assurance Deposit in the Utility Deposit Account until the earlier of (a) the Court's entry of an order authorizing the return of the Adequate Assurance Deposit to the Debtors and (b) the effective date of a plan of reorganization for the Debtors (at which time the Adequate Assurance Deposit shall automatically, without further order of the Court, be returned to the Debtors).

13. The Debtors shall, however, have the right to reduce the Adequate Assurance Deposit to the extent that any of the following occurs: (a) the Adequate Assurance Deposit includes any amount on account of a Utility Company that the Debtors subsequently determine should be removed from the Utility Service List; (b) a Utility Company properly serves an Additional Assurance Request (as defined below) on the Notice Parties, and any settlement results in such Utility Company's removal from the Utility Service List or in the Debtors' provision of alternate assurance to the Utility Company; or (c) any Utility Company has instead been provided with a letter of credit, cash deposit, or some other form of security acceptable to the Utility Company. The Debtors submit that the Adequate Assurance Deposit,

together with the Debtors' ability to pay for future Utility Services in the ordinary course of business (the "**Proposed Adequate Assurance**"), constitutes sufficient adequate assurance to the Utility Companies. If any Utility Company believes additional assurance is required, it may request such assurance pursuant to the procedures set forth below.

14. In light of the severe consequences to the Debtors' operations that may be caused by any interruption in services by the Utility Companies, but recognizing the right of each Utility Company to evaluate the Proposed Adequate Assurance on a case-by-case basis, the Debtors propose that the Court approve and adopt the following procedures (the "**Adequate Assurance Procedures**") for any Utility Company not satisfied with the Proposed Adequate Assurance to request additional adequate assurance (an "**Additional Assurance Request**"):

- a. Within three (3) business days after the date of the Interim Order, the Debtors will mail a copy of the Interim Order to the Utility Companies on the Utility Service List.
- b. If a Utility Company is not satisfied with the Proposed Adequate Assurance and seeks additional assurance of payment in the form of a deposit, letter of credit, prepayment, or otherwise, it must serve an Additional Assurance Request upon the following parties: (i) Chassix, Inc., 300 Galleria Officentre, Suite 501, Southfield, Michigan 48034 (Attn: Kelly Seychel); and (ii) the attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Ray Schrock, P.C. and Elizabeth Hendee, Esq.) (together, the "**Additional Assurance Request Notice Parties**").
- c. Each Additional Assurance Request must (i) be in writing; (ii) set forth the type of Utility Services and the location for which such services are provided; (iii) include a summary of the Debtors' payment history relevant to the affected account(s), including any deposits and other security held by the Utility Company; (iv) set forth why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment; and (v) be **actually received** by the Additional Assurance Request Notice Parties within thirty (30) days after the date of the Interim Order.
- d. Upon the Debtors' timely receipt of an Additional Assurance Request at the addresses set forth above, the Debtors shall have the greater of (i) fourteen (14) days from the receipt of such Additional Assurance

Request and (ii) thirty (30) days from the Commencement Date (collectively, the “**Resolution Period**”) to negotiate with such Utility Company to resolve such Utility Company’s Additional Assurance Request.

- e. If the Debtors determine that a timely received Additional Assurance Request is not reasonable and are unable to reach an alternative resolution with the Utility Company during the Resolution Period, the Debtors will file a motion with the Court promptly seeking a hearing to determine the adequacy of assurance of payment with respect to a particular Utility Company (the “**Determination Motion**”) pursuant to section 366(c)(3) of the Bankruptcy Code.
- f. Pending resolution of any such Determination Motion, any such Utility Company shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of unpaid charges for prepetition services, the filing of these chapter 11 cases, or any objections to the adequacy of the Proposed Adequate Assurance.
- g. The Debtors may, in their discretion, resolve any Additional Assurance Request or Determination Motion by mutual agreement with the requesting Utility Company without further order of the Court and may, in connection with any such agreement and in its discretion, provide a Utility Company with additional adequate assurance of future payment, including, but not limited to, a cash deposit, prepayment, letter of credit, and/or other forms of security, without further order of the Court to the extent the Debtors believe such additional assurance is reasonable in the exercise of its business judgment.
- h. Absent the timely filing of a Procedures Objection (as herein defined), the Proposed Adequate Assurance shall be deemed adequate assurance of payment for any Utility Company that fails to make a timely Additional Assurance Request.

15. The Debtors respectfully request that, absent compliance with the Adequate Assurance Procedures, the Utility Companies are forbidden from altering, refusing, or discontinuing service on account of any prepetition charges, or requiring additional adequate assurance of payment other than the Proposed Adequate Assurance, pending entry of a final order with respect to the Motion (the “**Final Order**”).



**Objections to Adequate Assurance Procedures**

16. In light of the adverse consequences to the Debtors that would result from any interruption in services by the Utility Companies, but recognizing the right of the Utility Companies to evaluate the Proposed Adequate Assurance independently, the Utility Companies should be required to promptly raise any objections to the Adequate Assurance Procedures so that any such objections may be heard by the Court prior to the running of the thirty-day period following the Commencement Date. The Debtors, therefore, propose that any Utility Company that objects to the Adequate Assurance Procedures described above must file a procedures objection (“**Procedures Objection**”) and serve such objection on the Notice Parties, so that it is *actually received* by the date that is the earlier of (a) fourteen (14) days after the date of the Interim Order and (b) seven (7) days before the Final Hearing.

**Subsequent Modifications of the Utility Service List**

17. Although the Debtors have made extensive and good faith efforts to identify all Utility Companies, certain companies that currently provide Utility Services to the Debtors may have been omitted inadvertently from the Utility Service List. To the extent that the Debtors identify additional Utility Companies, the Debtors will promptly file amendments to the Utility Service List and will serve copies of the Motion, the Interim Order, and the Final Order (when and if entered) on such newly identified Utility Companies.

18. The Debtors further request that the Court make the Interim Order and Final Order binding on all Utility Companies, regardless of when each Utility Company was added to the Utility Service List, provided that (a) the Debtors shall increase the amount of the Adequate Assurance Deposit by an amount equal to the cost of two weeks of Utility Services provided by such additional Utility Company to the Debtors, calculated as a historical average,

and (b) any such newly identified Utility Company shall have until the later of (i) fourteen days from the date of service of the Interim Order or Final Order, as applicable, on such Utility Company and (ii) thirty days from the date of the Interim Order, to serve an Additional Assurance Request in compliance with the proposed Adequate Assurance Procedures, which request must actually be received by the Notice Parties within this timeframe. The Debtors shall have the periods specified in the proposed Adequate Assurance Procedures to seek to resolve any such request by mutual agreement with the Utility Company without further order of the Court or to file a Determination Motion with the Court to determine the adequacy of assurance of payment with respect to such Utility Company in accordance with the Adequate Assurance Procedures.

#### **Basis for Relief Requested**

19. The relief requested will ensure that the Debtors' operations will not be disrupted, which would severely impact their businesses and prospects for a successful reorganization. The relief requested also provides the Utility Companies with a fair and orderly procedure for requesting an adequate assurance deposit and the Debtors with a fair and orderly procedure for addressing such requests. Absent the Court's approval of the Adequate Assurance Procedures, the Debtors could be forced to address numerous requests by Utility Companies in a disorganized manner at a time when the Debtors' efforts could be more productively focused on stabilizing their operations and working towards a successful restructuring.

20. Prior to the enactment of the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 (the "**2005 Amendments**"), it was well established by courts, commentators, and legislative history that section 366 of the Bankruptcy Code did not require, as a matter of course, that the debtor provide a deposit or other security to its utilities as adequate

assurance of payment. In *Virginia Electric & Power Co. v. Caldor, Inc.*—NY, the United States Court of Appeals for the Second Circuit affirmed the Bankruptcy Court’s ruling that the debtor’s prepetition payment history, its postpetition liquidity, and the administrative expense priority afforded to postpetition invoices constituted adequate assurance of future performance. 117 F.3d 646, 647 (2d Cir. 1997). The Second Circuit rejected the argument that section 366(b) nevertheless required a “deposit or other security,” holding instead that “a bankruptcy court’s authority to ‘modify’ the level of the ‘deposit or other security,’ provided for under § 366(b), includes the power to require no ‘deposit or other security’ where none is necessary to provide a utility supplier with ‘adequate assurance of payment.’” *Id.* at 650; *see also Shirey v. Philadelphia Elec. Co. (In re Shirey)*, 25 B.R. 247, 249 (Bankr. E.D. Pa. 1982) (“[S]ection 366(b) . . . does not permit a utility to request adequate assurance of payment for continued services unless there has been a default by the debtor on a pre-petition debt owed for services rendered.”).

21. Under section 366(c) of the Bankruptcy Code, as amended by the 2005 Amendments, however, utility companies may now alter, refuse, or discontinue utility service if, within thirty (30) days after the commencement of a debtor’s chapter 11 case, the debtor has not provided the utility company with adequate assurance in a form that is “satisfactory” to the utility company, subject to the Court’s ability to modify the amount of adequate assurance. Furthermore, pursuant to section 366(c)(3)(B), in determining whether a debtor’s assurance of payment is adequate, the court may not consider any of the following factors: (a) the absence of security before the petition date; (b) the debtor’s history of timely payments; or (c) the availability of an administrative expense priority. Nevertheless, in “deciding what constitutes adequate assurance, a bankruptcy court must focus on the utility’s need for assurance with the

debtor's scarce financial resources.” *In re New Rochelle Tel. Corp.*, 397 B.R. 633, 639 (Bankr. E.D.N.Y. 2008).

22. While the 2005 Amendments clarified what does and does not constitute “assurance of payment” and what can be considered in determining whether such assurance is adequate, Congress, in enacting that section, did not divest the Court of its power to determine what amount, if any, is necessary to provide adequate assurance of payment to a utility company. *In re Beach House Prop., LLC*, No. 08-11761-BKC-RAM, 2008 WL 961498, at \*1 (Bankr. S.D. Fla. Apr. 8, 2008) (citing 3 COLLIER ON BANKRUPTCY ¶ 366.03[2] (15th rev. ed. 2006)); *In re Great Atlantic & Pacific Tea Co.*, No. 11-CV-1338, 2011 WL 5546954, at \*5 (S.D.N.Y. Nov. 14, 2011) (finding that what constitutes adequate assurance of payment for continuing utility services is a federal bankruptcy law question that bankruptcy courts are afforded “reasonable discretion” to determine); *see also* 11 U.S.C. § 366(c)(3)(A) (“On request of a party in interest and after notice and a hearing, the Court may order modification of the amount of an assurance of payment . . .”). Under section 366(c), there is nothing to prevent a court from deciding, as courts have before the 2005 Amendments, that, on the facts before it, the amount required of the Debtors to adequately assure payment to a utility company is nominal, or even zero.

23. Moreover, Congress has not changed the requirement that the assurance of payment only be “adequate.” 11 U.S.C. § 366(b). Courts construing section 366(b) of the Bankruptcy Code have long recognized that “adequate” assurance of payment does not require an absolute guarantee of the debtor’s ability to pay. *See, e.g., In re Caldor, Inc.–NY*, 199 B.R. 1, 3 (S.D.N.Y. 1996) (“Section 366(b) requires the Bankruptcy Court to determine whether the circumstances are sufficient to provide a utility with ‘adequate assurance’ of payment. The statute does not require an ‘absolute guarantee of payment.’”) (citation omitted), *aff’d sub nom.*

*Va. Elec. & Power Co. v. Caldor, Inc.*—NY, 117 F.3d 646 (2d Cir. 1997); *In re Adelphia Bus. Solutions, Inc.*, 280 B.R. 63, 80 (Bankr. S.D.N.Y. 2002) (same); *see also Great Atlantic & Pacific Tea Co.*, 2011 WL 5546954, at \*5 (rejecting the adequate assurance sought by utility providers as “more than necessary” because the assurance sought would be “an absolute”).

Therefore, despite the language in section 366(c)(2) of the Bankruptcy Code allowing a utility company to take action against a debtor should the debtor fail to provide adequate assurance of payment that is “satisfactory” to the utility company, section 366 of the Bankruptcy Code does not require that the assurance provided be “satisfactory” once the Court determines the appropriate amount of adequate assurances.

24. The Proposed Adequate Assurance is reasonable and satisfies the requirements of section 366 of the Bankruptcy Code. The relief requested herein is similar to relief granted in other chapter 11 cases since the 2005 Amendments became effective. For example, in *In re Great Atlantic & Pacific Tea Co.*, the District Court for the Southern District of New York affirmed the bankruptcy court’s finding, over the objection of utility providers, that adequate assurance similar to the Proposed Adequate Assurance—a cash deposit in an amount representing two weeks of utility services in a segregated account—satisfied the requirements of section 366 of the Bankruptcy Code. 2011 WL 5546954, at \*6. In approving the adequate assurance proposed in *In re Great Atlantic & Pacific Tea Co.*, the District Court considered several factors, including the debtors’ postpetition cash position, the burden that an additional deposit would impose on the debtors, and the risk of nonpayment to utility providers. *Id.* at \*5. The court found that, in light of the debtors’ postpetition financing and the fact that the adequate assurance deposit was held in a segregated account, the utility providers were adequately assured payment for postpetition services through the cash deposit. *Id.* at \*5-6. Here, as in *In re Great*

*Atlantic & Pacific Tea Co.*, the Debtors' have access to postpetition financing, the Adequate Assurance Deposit will be held in a segregated account, and the Utility Companies are afforded flexibility and an opportunity to be heard through the Adequate Assurance Procedures. Accordingly, the Proposed Adequate Assurance is reasonable and satisfies section 366 of the Bankruptcy Code.

25. The Adequate Assurance Procedures are also consistent with procedures adopted in other recent chapter 11 cases. In *In re Beach House Prop., LLC*, the court interpreted section 366(c) to mean that "a debtor may comply with § 366 by proposing a means and amount of adequate assurance in a motion filed at the start of a case," and that "[a]s long as the debtor then pays the Court ordered amount by the 30th day, the debtor will have complied with § 366 and the utility may not discontinue service." 2008 WL 961498, at \*2. The court will generally set "an objection deadline and hearing date which allows for any dispute to be resolved prior to the 30 day deadline in § 366(c)(2)." *Id.* Failure to object, respond, or make a counterdemand before this deadline can be interpreted as acquiescence on the part of the utility. See *In re Syroco Inc.*, 374 B.R. 60, 62 (Bankr. D.P.R. 2007); see also *In re Crystal Cathedral Ministries*, 454 B.R. 124, 130–32 (C.D. Cal. 2011) (adopting similar interpretation of section 366(c) as set forth in *In re Beach House Prop., LLC*); *In re Continental Common Inc.*, No. 10-37542-HDH-11, 2011 WL 4576707, at \*1 (Bankr. N.D. Tex. Feb. 14, 2011) (same).

26. Further, the Court possesses the power, under section 105(a) of the Bankruptcy Code, to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). The Proposed Adequate Assurance and the Adequate Assurance Procedures are necessary and appropriate to carry out the provisions

of the Bankruptcy Code and they will ensure that the Debtor's Utility Services are continued without prejudicing the Utility Companies.

27. Based on the foregoing, the Debtors submit that the relief requested herein is necessary and appropriate, is in the best interests of the Debtors' chapter 11 estates, and should be granted in all respects.

**Reservation of Rights**

28. Nothing contained herein is intended to be or shall be construed as (a) an admission as to the validity of any claim against the Debtors, (b) a waiver of the Debtors' or any appropriate party in interest's rights to dispute any claim, or (c) an approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' rights to dispute such claim subsequently.

**The Debtors Satisfy Bankruptcy Rule 6003(b)**

29. Bankruptcy Rule 6003(b) provides that, to the extent relief is necessary to avoid immediate and irreparable harm, a bankruptcy court may approve a motion to "pay all or part of a claim that arose before the filing of the petition" prior to twenty-one (21) days after the Petition Date. Fed. R. Bankr. P. 6003(b). The Debtors operate numerous manufacturing facilities and are extremely reliant on Utility Services to run their businesses. Any lapse in Utility Services could disrupt the Debtors' manufacturing processes, essentially bringing their operations to a standstill, and thus seriously jeopardize the Debtors' reorganization and cause significant damage to the operations of the Debtors' customers. Accordingly, the Debtors submit that the relief requested herein is necessary to avoid immediate and irreparable harm, and, therefore, Bankruptcy Rule 6003 is satisfied.

**Waiver of Bankruptcy Rules 6004(a) and (h)**

30. To implement the foregoing successfully, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen (14) day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

**Notice**

31. Notice of this Motion has been provided to (i) the Office of the United States Trustee for the Southern District of New York; (ii) the holders of the five largest secured claims against the Debtors (on a consolidated basis); (iii) the holders of the forty (40) largest unsecured claims against the Debtors (on a consolidated basis); (iv) the attorneys for BMO Harris Bank, N.A., as administrative agent under that certain Amended and Restated Loan, Security and Guaranty Agreement, dated as of July 23, 2013; (v) the attorneys for U.S. Bank National Association, as trustee under that certain Indenture for 9 1/4% Senior Secured Notes due 2018, dated as of July 23, 2013; (vi) the attorneys for Delaware Trust Company, as successor trustee under that certain Indenture for 10% / 10 3/4% Senior PIK Toggle Notes due 2018, dated as of December 13, 2013; (vii) the attorneys for the Informal Committee of Noteholders; (viii) the attorneys for the Revolving DIP Lenders; (ix) the attorneys for the DIP Term Lenders; (x) the OEM Customers; (xi) the attorneys for Platinum Equity Advisors, LLC; (xii) the Securities and Exchange Commission; (xiii) the Internal Revenue Service; (xiv) the United States Attorney's Office for the Southern District of New York; and (xv) the Utility Companies listed on the Utility Service List. The Debtors submit that, in view of the facts and circumstances, such notice is sufficient and no other or further notice need be provided.



32. No previous request for the relief sought herein has been made by the Debtors to this or any other Court.

WHEREFORE the Debtors respectfully request entry of an order granting the relief requested herein and such other and further relief as is just.

Dated: March 12, 2015  
New York, New York

/s/ Ray C. Schrock, P.C.  
Marcia L. Goldstein  
Ray C. Schrock, P.C.

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*Proposed Attorneys for Debtors  
and Debtors in Possession*

**Exhibit A**

**Proposed Interim Order**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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**In re** : **Chapter 11**  
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**CHASSIX HOLDINGS, INC., et al.,** : **Case No. 15-\_\_\_\_\_ (\_\_\_\_)**  
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: **Jointly Administered**  
**Debtors.**<sup>1</sup> :  
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**INTERIM ORDER PURSUANT TO 11 U.S.C. §§ 366  
AND 105(a) (I) APPROVING DEBTORS' PROPOSED  
FORM OF ADEQUATE ASSURANCE OF PAYMENT TO  
UTILITIES, (II) ESTABLISHING PROCEDURES FOR RESOLVING  
OBJECTIONS BY UTILITY COMPANIES, AND (III) PROHIBITING  
UTILITIES FROM ALTERING, REFUSING, OR DISCONTINUING SERVICE**

Upon the motion, dated \_\_\_\_\_, 2015 (the "**Motion**"),<sup>2</sup> of Chassix Holdings, Inc. ("**Chassix Holdings**"), Chassix, Inc. ("**Chassix**"), and certain of their affiliates and subsidiaries, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, including Chassix Holdings and Chassix, the "**Debtors**"), pursuant to sections 366 and 105(a) of the Bankruptcy Code, for an order (i) approving the Debtors' proposed form of adequate assurance of payment to Utility Companies, (ii) establishing procedures for resolving objections by Utility Companies, and (iii) prohibiting Utility Companies from altering, refusing, or discontinuing service, all as more fully set forth in the Motion; and the Court having jurisdiction

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Automotive Properties of New York, LLC (4323); Chassix Holdings, Inc. (9249); UC Holdings, Inc. (5026); Chassix, Inc. (5728); Diversified Machine, Inc. (8762); Diversified Machine Bristol, LLC (5409); Chassix Georgia Machining, LLC (1940); DMI Columbus, LLC (1833); Diversified Machine Montague, LLC (4771); Diversified Machine, Milwaukee LLC (0875); DMI Edon LLC (1847); Mexico Products I, LLC (3039); DMI China Holding LLC (4331); Concord International, Inc. (3536); SMW Automotive, LLC (9452); Automotive, LLC (2897); Chassis Co. of Michigan, LLC (2692); AluTech, LLC (0012). The direct and indirect international subsidiaries of Chassix Holdings, Inc. are not debtors in these chapter 11 cases.

<sup>2</sup> Capitalized terms not otherwise herein defined shall have the meanings ascribed to such terms in the Motion.

to consider the Motion and the relief requested therein in accordance with 28. U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to (i) the Office of the United States Trustee for the Southern District of New York (the “**U.S. Trustee**”); (ii) the holders of the five largest secured claims against the Debtors (on a consolidated basis); (iii) the holders of the forty (40) largest unsecured claims against the Debtors (on a consolidated basis); (iv) the attorneys for BMO Harris Bank, N.A., as administrative agent under that certain Amended and Restated Loan, Security and Guaranty Agreement, dated as of July 23, 2013; (v) the attorneys for U.S. Bank National Association, as trustee under that certain Indenture for 9 1/4% Senior Secured Notes due 2018, dated as of July 23, 2013; (vi) the attorneys for Delaware Trust Company, as successor trustee under that certain Indenture for 10% / 10 3/4% Senior PIK Toggle Notes due 2018, dated as of December 13, 2013; (vii) the attorneys for the Informal Committee of Noteholders; (viii) the attorneys for the Revolving DIP Lenders; (ix) the attorneys for the DIP Term Lenders; (x) the OEM Customers; (xi) the attorneys for Platinum Equity Advisors, LLC; (xii) the Securities and Exchange Commission; (xiii) the Internal Revenue Service; (xiv) the United States Attorney’s Office for the Southern District of New York; and (xv) the Utility Companies listed on the Utility Service List (the “**Notice Parties**”); and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the “**Hearing**”); and upon the Declaration of J. Mark Allan Pursuant to Rule 1007-2 of the Local Bankruptcy Rules for the Southern District of New York, filed contemporaneously with the Motion, the record of the Hearing and all of the

proceedings had before the Court; and the Court having found and determined that the relief sought in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003, and is in the best interests of the Debtors, their estates, creditors, and all parties in interest, and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that the Motion is granted on an interim basis, as provided herein; and it is further

ORDERED that until such time as the Final Order is entered by the Court, all Utility Companies listed on the Utility Service List, annexed hereto as **Exhibit “1,”** are (a) prohibited from altering, refusing, or discontinuing Utility Services to the Debtors on account of any unpaid prepetition charges, (b) discriminating against the Debtors, or (c) requiring payment of a deposit or receipt or any other security for continued service as a result of the commencement of the Debtors’ chapter 11 cases or any outstanding prepetition invoices except as provided in the immediately following paragraphs; and it is further

ORDERED that, except as may be adjusted by a subsequent order of the Court (which order may be the Final Order), as adequate assurance for the payment of Utility Services, the Debtors shall deposit cash in an amount equal to \$1,201,000 (the “**Adequate Assurance Deposit**”) into the Utility Deposit Account for the benefit of all Utility Companies; and it is further

ORDERED that, except to the extent that it is subsequently reduced by application of the provisions of this Interim Order, the Adequate Assurance Deposit is to be deposited in the Utility Deposit Account within twenty (20) days after the Commencement Date,

pending entry of the Final Order (when and if entered) for the purpose of providing each Utility Company adequate assurance of payment for its postpetition Utility Services to the Debtor; and it is further

ORDERED that, if an amount relating to postpetition Utility Services provided by a Utility Company is unpaid beyond any applicable grace period, such Utility Company may request a disbursement from the Utility Deposit Account, in no case to exceed the amount of the Utility Deposit contributed to the Utility Deposit Account for the benefit of such Utility Company, by giving notice by mail and email to (i) Chassix, Inc., 300 Galleria Officentre, Suite 501, Southfield, Michigan 48034, Attn: Kelly Seychel, kelly.seychel@chassix.com, (ii) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10021, Attn: Ray Schrock, P.C., ray.schrock@weil.com, Elizabeth Hendee, Esq., elizabeth.hendee@weil.com, in which case the Debtors shall cause the disbursement request to be honored on the date that is three (3) business days after the date of such Utility Company's request if the amount in question remains unpaid; and it is further

ORDERED that, except as provided herein with respect to the rights of Utility Companies to request payment of unpaid amounts related to postpetition Utility Services, the creditors of the Debtors shall have no interest in, or lien on, the Adequate Assurance Deposit or the Utility Deposit Account; and it is further

ORDERED that the Adequate Assurance Deposit shall be maintained until the earlier of (a) entry of an order of the Court authorizing the return of the Adequate Assurance Deposit to the Debtors and (b) the effective date of a plan of reorganization for the Debtors (at which time the Adequate Assurance Deposit shall automatically, without further order of the Court, be returned to the Debtors); and it is further

ORDERED that the Debtors shall have the right to reduce the Adequate Assurance Deposit to the extent that any of the following occurs: (a) the Adequate Assurance Deposit includes an amount on account of a Utility Company that the Debtors subsequently determines should be removed from the Utility Service List; (b) a Utility Company properly serves an Additional Assurance Request (as defined below) on the Adequate Assurance Notice Parties, and any settlement results in such Utility Company's removal from the Utility Services List or in the Debtors' provision of alternate assurance to the Utility Company; or (c) any Utility Company has instead been provided with a letter of credit, cash deposit, or some other form of security acceptable to the Utility Company; and it is further

ORDERED that the following Adequate Assurance Procedures, with respect to the submission of Additional Assurance Requests, are approved in all respects, and absent compliance with the Adequate Assurance Procedures, the Utility Companies are forbidden from (a) altering, refusing, or discontinuing service to the Debtor, (b) discriminating against the Debtors on account of any prepetition charges, or (c) requiring additional adequate assurance of payment other than the Proposed Adequate Assurance, pending entry of the Final Order:

- (a) Within three (3) business days after the date of this Interim Order, the Debtors will mail a copy of this Interim Order to the Utility Companies on the Utility Service List.
- (b) If a Utility Company is not satisfied with the Proposed Adequate Assurance and seeks additional assurance of payment in the form of a deposit, letter of credit, prepayment, or otherwise, it must serve an Additional Assurance Request upon the following parties: Chassix, Inc., 300 Galleria Officentre, Suite 501, Southfield, Michigan 48034 (Attn: Kelly Seychel); and (ii) the attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Ray Schrock, P.C. and Elizabeth Hendee, Esq.) (together, the "**Additional Assurance Request Notice Parties**").
- (c) Each Additional Assurance Request must (i) be in writing; (ii) set forth the type of Utility Services and the location for which such services are

provided; (iii) include a summary of the Debtors' payment history relevant to the affected account(s), including any deposits and other security held by the Utility Company; (iv) set forth why the Utility Company believes the Proposed Adequate Assurance is not sufficient adequate assurance of future payment; and (v) be **actually received** by the Additional Assurance Request Notice Parties within thirty (30) days after the date of this Interim Order.

- (d) Upon the Debtors' timely receipt of an Additional Assurance Request at the addresses set forth above, the Debtors shall have the greater of (i) fourteen (14) days from the receipt of such Additional Assurance Request and (ii) thirty (30) days from the Commencement Date (collectively, the "**Resolution Period**") to negotiate with such Utility Company to resolve such Utility Company's Additional Assurance Request.
- (e) If the Debtors determine that a timely received Additional Assurance Request is not reasonable and is unable to reach an alternative resolution with the Utility Company during the Resolution Period, the Debtors will file a Determination Motion with this Court promptly seeking a hearing to determine the adequacy of assurance of payment with respect to a particular Utility Company pursuant to section 366(c)(3) of the Bankruptcy Code.
- (f) Pending resolution of any such Determination Motion, any such Utility Company shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of unpaid charges for prepetition services, the filing of the Debtors' chapter 11 case, or any objections to the adequacy of the Proposed Adequate Assurance.
- (g) The Debtors may, in their discretion, resolve any Additional Assurance Request or Determination Motion by mutual agreement with the requesting Utility Company without further order of this Court and may, in connection with any such agreement and in its discretion, provide a Utility Company with additional adequate assurance of future payment, including, but not limited to, a cash deposit, prepayment, letter of credit, and/or other forms of security, without further order of this Court to the extent the Debtors believe such additional assurance is reasonable in the exercise of its business judgment.
- (h) Absent the timely filing of a Procedures Objection, the Proposed Adequate Assurance shall be deemed adequate assurance of payment for any Utility Company that fails to make a timely Additional Assurance Request;

and it is further



ORDERED that the Debtors are authorized to supplement, as necessary, the Utility Service List and shall serve copies of the Interim Order or the Final Order (when and if entered) on such newly identified Utility Companies; and it is further

ORDERED that the Interim Order and Final Order (when and if entered) shall be binding on all Utility Companies providing Utility Services to the Debtors, regardless of when each Utility Company was added to the Utility Service List, provided that (a) the Debtors shall increase the amount of the Adequate Assurance Deposit by an amount equal to the cost of two (2) weeks of Utility Services provided by such additional Utility Company to the Debtor, calculated as provided in the Motion, and (b) any such newly identified Utility Company not on the Utility Service List shall have until the later of (i) fourteen (14) days from the date of service of this Interim Order or the Final Order (when and if entered), as applicable, and (ii) thirty (30) days from the date of the Interim Order to serve an Additional Assurance Request in compliance with the proposed Adequate Assurance Procedures, which request must *actually be received* by the Notice Parties within this timeframe; and it is further

ORDERED that any Utility Company that fails to timely submit an Additional Assurance Request in accordance with the Adequate Assurance Procedures and/or fails to file an objection or response to the Motion and the Adequate Assurance Procedures, shall be deemed to have adequate assurance that is satisfactory to it, within the meaning of section 366 of the Bankruptcy Code; and it is further

ORDERED that nothing in the Motion or this Interim Order shall be deemed to authorize the Debtors to accelerate any payments not otherwise due prior to the date of the hearing to consider entry of an order granting the relief requested in the Motion on a final basis (the “**Final Hearing**”); and it is further

ORDERED that nothing contained in this Interim Order or in the Motion is intended to be or shall be construed as (a) an admission as to the validity of any claim against the Debtors, (b) a waiver of the Debtors' or any appropriate party in interest's rights to dispute any claim, or (c) an approval or assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code. Likewise any payment made pursuant to this Order is not intended to be and shall not be construed as an admission to the validity of any claim or a waiver of the Debtors' rights to dispute such claim subsequently; and it is further

ORDERED that notwithstanding entry of this Interim Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party; and it is further

ORDERED that the requirements of Bankruptcy Rule 6003(b) have been satisfied; and it is further

ORDERED that the requirements of Bankruptcy Rule 6004(a) are hereby waived; and it is further

ORDERED that notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that the Final Hearing on the Motion shall be held on \_\_\_\_\_, **2015, at \_\_\_\_\_ (Prevailing Eastern Time)** and any objections or responses to entry of the Final Order shall be in writing, filed with the Court, and served upon (i) the proposed attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Ray C. Schrock, P.C.); and (ii) the Notice Parties, in each case so as to be received no later than **4:00 p.m. (Prevailing Eastern Time) on \_\_\_\_\_, 2015;** and it is further

ORDERED that notwithstanding anything to the contrary contained herein,  
(a) any payment to be made, or authorization contained, hereunder shall be subject to the requirements imposed on the Debtors under the Debtors' postpetition financing agreements (the "**DIP Documents**") and any orders approving the DIP Documents and governing the Debtors' use of cash collateral (including with respect to any budgets governing or relating thereto) and  
(b) to the extent there is any inconsistency between the terms of such orders approving the DIP Documents or the Debtors' use of cash collateral and any action taken or proposed to be taken hereunder, the terms of such orders approving the DIP Documents and use of cash collateral shall control; and it is further

ORDERED that this Interim Order is effective only from the date of entry through this Court's disposition of the Motion on a final basis; provided that the Court's ultimate disposition of the Motion on a final basis shall not impair or otherwise affect any action taken pursuant to this Interim Order; and it is further

ORDERED that the Debtors are authorized to take all steps necessary to carry out this Order; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Order.

Dated: \_\_\_\_\_, 2015  
New York, New York

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UNITED STATES BANKRUPTCY JUDGE

**Exhibit 1**

**Utility Service List**

**Chassix Holdings, Inc. et al.**  
**Exhibit 1 - Utility Service List**

Legal Entity	Utility Provider Name	Utility Type	Account Number	Utility Provider Address
AluTech, LLC	Benton Charter Township	Water / Sewer	PAW1-001300-0000-04	1725 Territorial Road Benton Harbor, MI 49022
AluTech, LLC	City of Benton Harbor	Water / Sewer	PAW1-001320-0000-04	200 East Wall St. / PO Box 648 Benton Harbor, MI 49023
AluTech, LLC	City of St. Joseph	Water / Sewer	552830	700 Broad St. St. Joseph, MI 49085-1276
AluTech, LLC	Indiana Michigan Power	Electric	043-136-972-3-9	PO Box 24412 Canton, OH 44791-4412
AluTech, LLC	Indiana Michigan Power	Electric	042-020-657-3-8	PO Box 24412 Canton, OH 44791-4412
AluTech, LLC	Indiana Michigan Power	Electric	041-814-857-5-8	PO Box 24401 Canton, OH 44791-4412
AluTech, LLC	Integrus Energy Services, Inc.	Gas	52996-16088	PO Box 3145 Milwaukee, WI 53201-3145
AluTech, LLC	Integrus Energy Services, Inc.	Gas	52996-16088	PO Box 3145 Milwaukee, WI 53201-3145
AluTech, LLC	Liquid Industrial Waste Service, Inc.	Trash Removal and/or Recycling	None	11325 E. Lakewood Blvd. Holland, MI 49424
AluTech, LLC	Michigan Gas Utilities	Gas	5041708-8	PO Box 70006 Prescott, AZ 86304-7006
AluTech, LLC	Michigan Gas Utilities	Gas	5041708-8	PO Box 70006 Prescott, AZ 86304-7006
AluTech, LLC	Republic Services, Inc.	Trash Removal and/or Recycling	3-0646-1093308	7227 Reliable Path Stevensville, MI 49127-976969
AluTech, LLC	Republic Services, Inc.	Trash Removal and/or Recycling	3-0646-1093308	7227 Reliable Path Stevensville, MI 49127-976969
AluTech, LLC	Waste Management, Inc.	Trash Removal and/or Recycling	707-0042076-2548-6	48797 Alpha Drive, Suite 150 Wixom, MI 48393
Automotive, LLC	National Fuel Gas Company	Gas	5623-167-09	PO Box 371835 Pittsburgh, PA 15250
Automotive, LLC	National Grid plc	Electric	39630-34007	300 Erie Blvd. West Syracuse, NY 13202
Automotive, LLC	Power Authority of the State of New York (NYPA)	Electric	20000-5709	123 Main Street White Plains, NY 10601
Automotive, LLC	Town of Batavia, NY	Water / Sewer	00250522	3833 West Main Street Rd. Batavia, NY 14020
Automotive, LLC	Waste Management, Inc.	Trash Removal and/or Recycling	806-0129474-2225-4	PO Box 13648 Philadelphia, PA 19101-3648
Chassis Co. of Michigan, LLC	City of Port Huron	Water	9-20100	100 McMorran Blvd. Port Huron, MI 48060-4007
Chassis Co. of Michigan, LLC	City of Port Huron	Water	9-20105	100 McMorran Blvd. Port Huron, MI 48060-4007
Chassis Co. of Michigan, LLC	DTE Energy Company	Electric	0002-3859-2	1 Energy Plaza Detroit, MI 48226
Chassis Co. of Michigan, LLC	SEMCO Energy Gas Company	Gas	0100267.502	1411 3rd Street, Ste. A Port Huron, MI 48060
Chassis Co. of Michigan, LLC	Waste Management, Inc.	Trash Removal and/or Recycling	815-0101612-1797-0	PO Box 4648 Carol Stream, IL 60197-4648
Chassis, Inc.	ANXeBusiness Corp. (ANX)	EDI System Services	106470	PO Box 77399 / PO Box 77000 Detroit, MI 48227
Chassis, Inc.	AT&T Mobility	Cellular Phone	278260079889	PO Box 6463 Carol Stream, IL 60197-6463
Chassis, Inc.	AT&T Mobility	Cellular Phone	248 352 0135 871 5	PO Box 5080 Carol Stream, IL 60197-5080
Chassis, Inc.	Comcast Cable	Internet / Cable	09589 317135-01-6	PO Box 7500 Southeastern, PA 19398-7500
Chassis, Inc.	DTE Energy Company <sup>(1)</sup>	Electric	N/A	N/A N/A
Chassis, Inc.	iConnect, Inc.	EDI System Services	IEW001121	PO Box 452 Ann Arbor, MI 48106
Chassis, Inc.	Infor (US), Inc.	Server & Network Host / Required Application Support	305258	NW 7418 - PO Box 1450 Minneapolis, MN 55485-7418
Chassis, Inc.	Secure-24	Server & Network Host / Required Application Support	184	26955 Northwestern Highway Southfield, MI 48033
Chassis, Inc.	Verizon Business	Phone Service / Fax Service / Internet / Data Line	Y2304611	PO Box 660794 Dallas, TX 75266-0794
Chassis, Inc.	Verizon Wireless	Cellular Phone	842055701-00002	PO Box 15062 Albany, NY 12212-0562
Concord International, Inc.	Level 3 - Global Crossing Conferencing	Network Conferencing / WebEx / Internet Meetings	0204881085	PO Box 790407 St. Louis, MO 63179
Concord International, Inc.	Verizon	Network Conferencing / WebEx / Internet Meetings	F1479044	PO Box 660794 Dallas, TX 75266-0794
Diversified Machine Bristol, LLC	Compass Energy Gas Services, LLC	Gas	52996-16090	PO Box 78934 Milwaukee, WI 53278-8934
Diversified Machine Bristol, LLC	Frontier Communications	Phone Service	574-825-5662-060710-5	PO Box 20550 Rochester, NY 14602-0550
Diversified Machine Bristol, LLC	NIPSCO (Northern Indiana Public Service Company)	Electric	810-926-005-1	801 East 86th Avenue Merrillville, IN 46410
Diversified Machine Bristol, LLC	NIPSCO (Northern Indiana Public Service Company)	Gas (Transportation)	642-926-008-02	801 East 86th Avenue Merrillville, IN 46410
Diversified Machine Bristol, LLC	Plummer's Environmental Services	Trash Removal and/or Recycling	None	10075 Sedroc Industrial Dr. Byron Center, MI 49315
Diversified Machine Bristol, LLC	Waste Management, Inc.	Trash Removal and/or Recycling	017-0000365-0017-1	PO Box 4648 Carol Stream, IL 60197-4648
Diversified Machine Bristol, LLC	Waste Management, Inc.	Trash Removal and/or Recycling	770-0074379-2470-2	PO Box 4648 Carol Stream, IL 60197-4648
Diversified Machine Montague, LLC	City of Montague, MI (Department of Public Works)	Water / Sewer	7064202	8778 Ferry St. Montague, MI 49437
Diversified Machine Montague, LLC	Consumers Energy	Electric	1000 0047 1274	PO Box 740309 Cincinnati, OH 45274
Diversified Machine Montague, LLC	DTE Energy Company	Gas	0002-3977-2	PO Box 630795 Cincinnati, OH 45263
Diversified Machine Montague, LLC	Frontier Communications	Phone Service	231-894-8654-081298-5	PO Box 20550 Rochester, NY 14602-0550
Diversified Machine Montague, LLC	Integrus Energy Services, Inc.	Gas	52996-16087	PO Box 3145 Milwaukee, WI 53201-3145
Diversified Machine Montague, LLC	Plummer's Environmental Services	Trash Removal and/or Recycling	None	10075 Sedroc Industrial Dr. Byron Center, MI 49315
Diversified Machine Montague, LLC	Republic Services, Inc.	Trash Removal and/or Recycling	3-0240-0250452	PO Box 109/2471 Wilshire Jensonia, MI 49429-010909
Diversified Machine, Inc.	Consumers Energy	Gas	1000 0019 7259	PO Box 740309 Cincinnati, OH 45274-0309
Diversified Machine, Inc.	Consumers Energy	Gas	1000 2195 8051	PO Box 740309 Cincinnati, OH 45274-0309
Diversified Machine, Inc.	DTE Energy Company	Electric	0002-3421-1	PO Box 630795 Cincinnati, OH 45263-0795
Diversified Machine, Inc.	Howell Township, NJ	Water / Sewer	627400010	3525 Bryon Rd. Howell, MI 48855
Diversified Machine, Inc.	Recycling Concepts of West MI, Inc.	Trash Removal and/or Recycling	None	5015 52nd St. Grand Rapids, MI 49512
Diversified Machine, Inc.	Sterling Sanitation, Inc.	Trash Removal and/or Recycling	None	48655 Gratiot Avenue Chesterfield, MI 48051
Diversified Machine, Inc.	Verizon Business	Phone Service / Fax Service / Internet / Data Line	15046 X26	PO Box 660072 Dallas, TX 75266-0072
Diversified Machine, Inc.	Verizon Credit, Inc.	Phone Service / Fax Service / Internet / Data Line	11100353	PO Box 650478 Dallas, TX 75266-0478

**Chassix Holdings, Inc. et al.**  
**Exhibit 1 - Utility Service List**

Legal Entity	Utility Provider Name	Utility Type	Account Number	Utility Provider Address
DMI Columbus, LLC	Atmos Energy Marketing, LLC	Gas	None	13430 NW Freeway, Suite 700 Houston, TX 77040-6091
DMI Columbus, LLC	Columbus Water Works	Water	332269	1421 Veterans Pkwy., PO Box 1600 Columbus, GA 31902-1600
DMI Columbus, LLC	Columbus Water Works	Water	332270	1421 Veterans Pkwy., PO Box 1600 Columbus, GA 31902-1600
DMI Columbus, LLC	Columbus Water Works	Water	332272	1421 Veterans Pkwy., PO Box 1600 Columbus, GA 31902-1600
DMI Columbus, LLC	Columbus Water Works	Water	332273	1421 Veterans Pkwy., PO Box 1600 Columbus, GA 31902-1600
DMI Columbus, LLC	Columbus Water Works	Water	332274	1421 Veterans Pkwy., PO Box 1600 Columbus, GA 31902-1600
DMI Columbus, LLC	Columbus Water Works	Water	332275	1421 Veterans Pkwy., PO Box 1600 Columbus, GA 31902-1600
DMI Columbus, LLC	Columbus Water Works	Water	332276	1421 Veterans Pkwy., PO Box 1600 Columbus, GA 31902-1600
DMI Columbus, LLC	Environmental & Recycling Solutions	Trash Removal and/or Recycling	None	PO Box 1906 Opelola, AL 36803
DMI Columbus, LLC	Georgia Power Company	Electric	44376-35039	241 Ralph McGill Blvd. Atlanta, GA 30308-3374
DMI Columbus, LLC	Georgia Power Company	Electric	16298-01039	241 Ralph McGill Blvd. Atlanta, GA 30308-3374
DMI Columbus, LLC	Liberty Utilities	Gas (Transportation)	67573779-67167622	2300 Victory Drive Columbus, GA 31901-2370
DMI Columbus, LLC	Liberty Utilities	Gas (Transportation)	67517194-67167622	2300 Victory Drive Columbus, GA 31901-2370
DMI Columbus, LLC	Liberty Utilities	Gas (Transportation)	67543098-67167622	2300 Victory Drive Columbus, GA 31901-2370
DMI Columbus, LLC	Waste Management, Inc.	Trash Removal and/or Recycling	572-0000016-2572-2	PO Box 43410 Phoenix, AZ 85080
DMI Edon LLC	Ohio Gas Company	Gas	114871	PO Box 528 Bryan, OH 43506
DMI Edon LLC	Republic Services, Inc.	Trash Removal and/or Recycling	3-0092-0028949	5011 S. Lilley Rd Canton, MI 48188
DMI Edon LLC	Toledo Edison	Electric	110 069 876 438	PO Box 3687 Akron, OH 43518
DMI Edon LLC	Toledo Edison	Electric	110 069 553 714	PO Box 3687 Akron, OH 43518
DMI Edon LLC	Village of Edon	Water	030440	108 E. Indian Street / PO Box 338 Edon, OH
SMW Automotive, LLC	Bedford County Utility District	Gas / Water	0047-01980-002	214 Bethany Ln. Shelbyville, TN 37162
SMW Automotive, LLC	City of Port Huron	Water	920300	100 McMorran Blvd. Port Huron, MI 48060
SMW Automotive, LLC	City of Port Huron	Water	920301	100 McMorran Blvd. Port Huron, MI 48060
SMW Automotive, LLC	City of Port Huron	Water	9-20135	100 McMorran Blvd. Port Huron, MI 48060
SMW Automotive, LLC	City of Port Huron	Water	9-20130	100 McMorran Blvd. Port Huron, MI 48060
SMW Automotive, LLC	City of Port Huron	Water	9-34205	100 McMorran Blvd. Port Huron, MI 48060
SMW Automotive, LLC	City of Port Huron	Water	9-34200	100 McMorran Blvd. Port Huron, MI 48060
SMW Automotive, LLC	City of Warren, MI	Water	103910550	One City Square, Suite 420 Warren, MI 48093-2364
SMW Automotive, LLC	City of Warren, MI	Water	103910552	One City Square, Suite 420 Warren, MI 48093-2364
SMW Automotive, LLC	Consumers Energy	Gas	1000 0029 2654	PO Box 740309 Cincinnati, OH 45274-0309
SMW Automotive, LLC	Consumers Energy	Gas	100065044727	PO Box 740309 Cincinnati, OH 45274-0309
SMW Automotive, LLC	DTE Energy Company	Electric	0002-2568-0	PO Box 630795 Cincinnati, OH 45263-0795
SMW Automotive, LLC	DTE Energy Company	Electric	0002-6073-7	PO Box 630795 Cincinnati, OH 45263-0795
SMW Automotive, LLC	DTE Energy Company	Electric	0001-3972-5	PO Box 630795 Cincinnati, OH 45263-0795
SMW Automotive, LLC	DTE Energy Company	Electric	0000-9183-5	PO Box 630795 Cincinnati, OH 45263-0795
SMW Automotive, LLC	DTE Energy Company	Electric	23300	12755 E. 9 Mile Road Warren, MI 48089
SMW Automotive, LLC	Duck River Electric Membership Corporation	Electric	377298001	1411 Madison St. Shelbyville, TN 37162
SMW Automotive, LLC	MegaPath Inc.	Phone Service / Fax Service / Internet / Data Line	2161014	Department 0324 / PO Box 120324 Dallas, TX 75312-0324
SMW Automotive, LLC	Mid-Michigan Recycling, Inc.	Trash Removal and/or Recycling	None	G-5310 North Dort Hwy. Flint, MI 48505
SMW Automotive, LLC	SEMCO Energy Gas Company	Gas	100274.502002315	PO Box 5004 Port Huron, MI 48060
SMW Automotive, LLC	SEMCO Energy Gas Company	Gas	0100271.502	PO Box 740812 Cincinnati, OH 45274-0812
SMW Automotive, LLC	SEMCO Energy Gas Company	Gas	0098475.500	PO Box 740812 Cincinnati, OH 45274-0812
SMW Automotive, LLC	Shelbyville Power Water & Sewerage Systems	Sewer	200141-006898	380 S. Main St. Shelbyville, TN 37162
SMW Automotive, LLC	Waste Management, Inc.	Trash Removal and/or Recycling	815-010610-1797-4	PO Box 4648 Carol Stream, IL 60197-4648
SMW Automotive, LLC	Waste Management, Inc.	Trash Removal and/or Recycling	815-0102139-1797-3	48797 Alpha Drive, Suite 150 Wixom, MI 48393
SMW Automotive, LLC	Waste Management, Inc.	Trash Removal and/or Recycling	815-0102154-1797-2	48797 Alpha Drive, Suite 150 Wixom, MI 48393
SMW Automotive, LLC	Waste Management, Inc.	Trash Removal and/or Recycling	715-0174630-1715-6	48797 Alpha Drive, Suite 150 Wixom, MI 48393
SMW Automotive, LLC	Waste Management, Inc.	Trash Removal and/or Recycling	715-0174588-1715-6	48797 Alpha Drive, Suite 150 Wixom, MI 48393
SMW Automotive, LLC	Waste Management, Inc.	Trash Removal and/or Recycling	371-0027973-371-1	PO Box 9001064 Louisville, KY 40290-1054

**Notes:**

(1) Electric utility costs are invoiced directly to Galleria Properties, the landlord at the company's leased office location at 300 Galleria Offcentre, Suite 501, Southfield, MI 48034. The landlord subsequently bills Chassix, Inc. for their portion of the total electricity bill, which was the basis for calculating the average monthly spend.